

EXHIBIT A

Agreement No. #C0505851

Agreement for GPS System and Services

between

Verizon Services Corp.

and

MobileAria, Inc.

Philip Melone

Sourcing Process Leader

Mobile Aria, Inc.
C0505851

NOTICE

CONFIDENTIAL - Not for use or disclosure outside Verizon except by written agreement

EXHIBIT A

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AGREEMENT NO. C0505851

1. PARTIES

This Agreement for GPS System and Services (the "Agreement") is made and entered into as of May 15, 2005 (the "Effective Date") by and between MobileAria, Inc., a Delaware company with offices at 800 W. El Camino Real, Suite 240, Mountain View, CA 94040, (hereinafter "Supplier") and Verizon Services Corp., ("Customer"), a Delaware corporation, with offices at 240 East 38th Street New York, New York 10016, for the benefit of itself and its Affiliates as defined below in this Agreement.

2. TERM

- (a) Effective date and Term. This Agreement shall be effective on June 15, 2005 (the "Effective Date") and shall continue in effect until June 14, 2010 (the "Expiration Date"), unless earlier terminated or extended. This Agreement shall automatically terminate on the Expiration Date unless renewed by the mutual written agreement of the parties prior to the expiration of the term.
- (b) Existing Purchase Orders Continue. The termination or expiration of this Agreement shall not affect the obligations of either party to the other under existing Orders accepted by Supplier and issued pursuant to this Agreement (except to the extent Orders are terminated or modified in accordance with the Section entitled "PURCHASE ORDERS; CANCELLATION OF PURCHASE ORDERS; REVOCATION OF ACKNOWLEDGEMENT"), but such Orders shall continue in effect as if this Agreement has not expired or terminated.

3. DEFINITIONS

The terms defined in this Section shall have the meanings set forth below whenever they appear in this Agreement, unless the context in which they are used clearly requires a different meaning or a different definition is described for a particular Section or provision:

- (a) "Affiliate" means, at any time, and with respect to any corporation, person or other entity, any other corporation, person or entity that at such time, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such first corporation, person, or other entity. As used in this definition, "Control" means (a) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a corporation, person or other entity, whether through the ownership of voting securities, or by contract or otherwise, or (b) direct or indirect ownership in the aggregate of twenty percent (20%) or more of any class of voting or equity interests in the other corporation, person or entity.

Orders for Products or Services under this Agreement may be placed by any Customer Affiliate. A Customer Affiliate that obtains or uses any Product or Service shall be entitled to all of the rights and benefits afforded to Customer under this Agreement and may enforce this Agreement in its own name and this Agreement may be enforced against such Customer Affiliate.

- (b) "Documentation" shall mean any and all written materials, drawings, and Specifications incident to Customer's use and operation of the Products, including but not limited to, full descriptions of planning, installation, engineering, use, test, maintenance, analysis, repair, training, operation, and Customer acceptance testing of the Products, together with any and all modifications, revisions, additions, improvements or enhancements to the above, that Supplier generally provides to its Customer in the ordinary course of business.

- (c) "Hardware" means the equipment described in EXHIBIT B-1 hereof entitled "DETAILED DESCRIPTION OF PRODUCTS AND SERVICES."

(d) "Order" means a purchase order, or other written communication and/or electronic transmission that Customer may deliver to Supplier for the purchase of Product and/or Service.

(e) "Product" means the Hardware and Software, collectively, and associated documentation described in EXHIBITB-1 hereof entitled "DETAILED DESCRIPTION OF PRODUCTS AND SERVICES."

(f) "Service" means the Product-related work to be performed or provided by Supplier under this Agreement, including installation, maintenance, repair, the Application Service Provided (ASP) Service as defined and described in EXHIBIT B-1, hereof entitled "DETAILED DESCRIPTION OF PRODUCTS AND SERVICES", and other related services.,

(g) "Software" means any programs, in object form, required for the operation of the Products purchased hereunder described in EXHIBITB-1 hereof entitled "DETAILED DESCRIPTION OF PRODUCTS AND SERVICES", including the following: operating programs in machine readable form and feature descriptions or firmware: (i) the Operating System Software, or (ii) the Data Center Software, both as defined and described in EXHIBITB-1 hereof entitled "DETAILED DESCRIPTION OF PRODUCTS AND SERVICES." Throughout this Agreement the term Software, as defined above, is included in the term Product. "Software" does not include source code unless explicitly set forth in this Agreement, an Order, or another document.

(h) "Source Code" shall mean a computer program in the form of high-level language that generally is not directly executable by a processor.

(i) "System" shall mean all components of the Products purchased hereunder, functioning together with the Application Service Provider ("ASP") Service, performing and interoperating as a fully integrated and efficient whole as described in EXHIBITB-1 hereof, entitled "DETAILED DESCRIPTION OF PRODUCTS AND SERVICES"- in accordance with the Specifications contained in this Agreement or any Order(s) issued pursuant to this Agreement, including, without limitation, those set forth or otherwise identified in any other Appendices to this Agreement.

(j) "Term" means a five (5) year period commencing on the Effective Date.

(k) "Use" as it relates to Software shall mean: (i) the reading by authorized users into or out of Hardware memory of the Software and the execution of the Software whether in whole or in part by any individual having authorized access to any Product on which the Software is operated and "Users" shall include employees of Customer, its agents, or contractors; (ii) to transfer into, and store in, equipment selected by the Customer all or any portion of the Software; and (iii) to process and execute instructions, statements and data included in, or input to, the Software. The extent that Verizon is reselling any Software, use by or for Customer's direct or lower tier customers, as incident to, arising out of, or as reasonably necessary to comply with, the Telecommunications Act of 1996 or any FCC orders implementing same, or any similar unbundling, resale or interconnection requirements imposed by any state or local public service authority shall be deemed to be Use in the normal course of business and shall be included, without additional charge, within the scope of the licenses granted under this Agreement.

(l) "Specifications" shall mean specifications for the Product or Service as set forth in an Order, as well as Supplier's then current published specifications and Documentation, and applicable industry and government requirements.

4. SCOPE

(a) Affiliates Included. This Agreement is for the benefit of all U. S. and foreign Affiliates of Customer. Customer may purchase for its own use, Supplier's Product (except that for Software, Customer purchases a license as to the Software and Customer obtains no rights in the intellectual property embodied therein) and Service. Reference to "Customer" shall include Affiliates.

(b) No Requirements. This Agreement is nonexclusive and shall not be construed to require Customer to purchase any specific amount of Product or Service from Supplier, or to require Customer to sell any, all or a portion of Product or Services it orders, or restrict the purchase, and distribution of Product and/or Service to any geographic area. This is an "as ordered" document. In order for Supplier to ensure that sufficient inventory is available to fulfill Orders, Customer will provide Supplier with non-binding, written twelve (12) month rolling forecasts of Products and Services by the first day of each calendar month. Such forecasts shall be mutually updated by both parties as frequently as required.

(c) Master Agreement. This Agreement does not by itself order any Product or Service. Customer shall order Product or Service by submitting an Order and Supplier shall fulfill the Order as specified in Section 8 for (i) Product or Service listed in EXHIBIT B-2 hereof entitled "PRODUCT AND SERVICES PRICES" at the prices specified and (ii) other Product or Service for which Supplier accepts an Order at the price as quoted to Customer in writing.

(d) International Purchases. In order to facilitate international purchases of Products, the parties may find it convenient to enter into separate agreements between Supplier and Customer and/or their respective Affiliates authorized to conduct, or to negotiate for the right to conduct, business in foreign countries. The parties agree to use their best commercially reasonable efforts, to assure that the terms and conditions of any such agreements are consistent with the terms and conditions of this Agreement, subject to applicable requirements of local law and business practice.

(e) Shrinkwrap Agreements. This Agreement shall supersede all shrink wrap license agreements associated with the Products purchased and Software purchased hereunder and under no circumstances will any shrink wrap license provided by Supplier apply to such Products and Software.

(f) Non-Exclusivity. This is not an exclusive dealings agreement.

(g) Product Delivery Interval. The Product Delivery Interval, milestones, and performance compensation payments are set forth in EXHIBIT B-3 hereof, entitled "PRODUCT DELIVERY INTERVALS" and in EXHIBIT I entitled "CRITICAL MILESTONES AND PERFORMANCE COMPENSATION PAYMENTS".

5. CUSTOMER'S OPTIONS UNDER THE AGREEMENT

Internal Use. If Customer orders Product and/or Service for internal use, then the provisions of EXHIBIT D hereof entitled "PURCHASE FOR INTERNAL USE - WARRANTY AND PRODUCT SUPPORT," shall apply. Internal use includes use by Customer, its Affiliates, employees, agents and subcontractors, and use whereby Customer provides services to third parties in the normal course of its business.

6. SOFTWARE LICENSE

(a).1 Grant of License in Connection with Units of Hardware. Unless otherwise specified in an Order, Supplier hereby grants to Customer, a perpetual, irrevocable, royalty-free, world-wide, non-exclusive, unrestricted, except as provided herein, right and license, under any intellectual property or license rights of Supplier or its Affiliates, to Use the Software, including, subject to the payment of the recurring monthly fee specified in EXHIBIT B-2 entitled "PRODUCT AND SERVICES PRICES", all feature releases/upgrades, patches, fixes, corrections, enhancements, improvements and updates relating to such Software only to the extent that they consist of the same or similar functionality set forth in the then-current Specifications, if, as and when available, in any form known or unknown, in whole or in part, in connection with the units of Hardware purchased pursuant to this Agreement, provided such Use is for Customer's internal business purposes only.

(a).2. Grant of License in Connection with ASP Services. With respect to Software used in the provision of ASP Services, unless otherwise specified in an Order, Supplier hereby grants to Customer, a royalty-free, world-wide, non-exclusive, unrestricted, except as provided herein, right and license, under any intellectual property or license rights of Supplier or its Affiliates, to Use the Software, including, subject to

the payment of the recurring monthly fee specified in EXHIBIT B-2 entitled "PRODUCT AND SERVICES PRICES", all feature releases/upgrades, patches, fixes, corrections, enhancements, improvements and updates relating to such Software only to the extent that they consist of the same or similar functionality set forth in the then-current Specifications, if, as and when available, in any form known or unknown, in whole or in part, in connection with the provision of ASP Services provided pursuant to this Agreement, provided such Use is for Customer's internal business purposes only.

(b) If applicable, With regard to both (a).1 and (a).2 above, Supplier additionally grants to Customer the right to authorize any third party (who is not a competitor of Supplier, as determined by Supplier in its sole discretion) to exercise any of the foregoing rights and licenses, provided such exercise is solely in support of Customer's normal course of business and provided that this Agreement has not otherwise been terminated for any reason. Customer may not sublicense, transfer, or assign licenses granted and may not sell, rent, lease, transfer or assign the Product and Services, except as provided for under this Agreement.

Customer, its contractors, agents and permitted assigns, of Products purchased hereunder for which any Operating System Software is related, may copy the Operating System Software for use with the Hardware and ASP Service for archival purposes or for use in association with back-up equipment for disaster recovery purposes, as applicable, but shall not otherwise knowingly reproduce or make copies of any Software for distribution unless otherwise provided herein or provided pursuant to Supplier's written consent.

(c) Ownership. Supplier represents that Supplier has the right, title and license to grant all licenses granted hereunder to Customer, and Customer acknowledges that Customer does not have any ownership interest in Software so licensed. All right, title and interest in and to the Software, the Services, Hardware, Supplier content, and any improved, updated, modified or additional parts (except to the extent of any Verizon proprietary information that has been incorporated) thereof, and all intellectual property rights embodied therein, shall at all times remain the property of Supplier or Supplier's licensors or third-party providers or partners, as applicable. Nothing herein shall give or be deemed to give Customer any right, title or interest in or to the same except as expressly provided in this Agreement. Supplier and its licensors reserve all rights not expressly granted herein. Customer agrees not to remove or destroy any copyright, logo, trademark, trade name, proprietary markings, or confidentiality legends placed upon or contained within the Software and/or Supplier supplied content.

(d) All Maintenance and Support. All maintenance and support for the Software, including all feature releases/upgrades, patches, fixes, corrections, enhancements, improvements and updates and applicable service levels, are set forth in Exhibit D entitled "PURCHASE FOR INTERNAL USE-WARRANTY AND PRODUCT SUPPORT"

(e) Illicit Code. Supplier warrants (a) unless authorized in writing by Customer or (b) necessary to perform valid duties under this Agreement and authorized in writing by Customer, any Software provided to Customer by Supplier for use by Supplier or Customer (including upgrades provided as Services) shall, as of the Effective Date: (a) contain no hidden files; (b) not replicate, transmit, or activate itself without control of a person operating computing equipment on which it resides; (c) not alter, damage, or erase any data or computer programs without control of a person operating the computing equipment on which it resides; (d) contain no encrypted embedded key unknown to Customer, node lock, time-out or other function, whether implemented by electronic, mechanical or other means, which restricts or may restrict use or access to any programs or data developed under this Agreement, based on residency on a specific hardware configuration, frequency of duration of use, or other limiting criteria ("Illicit Code"). Should any program have any of the foregoing attributes as of the Effective Date, and notwithstanding anything elsewhere in this Agreement to the contrary, Supplier shall be in default of this Agreement, and no cure period shall apply. In addition to any other remedies available to it under this Agreement, Customer reserves the right to pursue any civil and/or criminal penalties available to it against the Supplier.

7. PRICE AND TERMS OF PAYMENT

7.1 PRICES PRODUCTS AND SERVICES

(a) Prices. Products and Services will be furnished by Supplier in accordance with the prices stated in EXHIBITB-2 hereof, entitled "PRODUCT AND SERVICE PRICES." All costs and prices identified are in full compliance with all terms and conditions of this Agreement. Such prices shall be applicable to Orders issued to Supplier by Customer at the location and by the method agreed to by the parties. Supplier's price list for Software in EXHIBITB-2 hereof, entitled "PRODUCT AND SERVICE PRICES" must differentiate between the Operating System Software and the Data Center Software according to the FCC mandated Uniform System of Accounts, Part 32 of the FCC Rules and Regulations.

(b) Increase During Term. Supplier shall not, during the term of this Agreement, increase the prices for Products or Services specified in EXHIBIT B-2 hereof entitled "PRODUCT AND SERVICES PRICES",

(c) Reductions. Price reductions may be initiated by Supplier at any time. Any price decrease shall be effective immediately upon announcement by Supplier and shall apply to all Orders that have not been accepted by Supplier and processed by Customer for payment to Supplier.

Component Price Reduction. Supplier shall notify Customer immediately should the price of the Product crucial components, such as wireless modules, decrease by ten (10%) or more percent either due to manufacturer price reduction or Supplier substitute of the component. Such Component Price Reduction shall apply to Product Price for all Orders that have not been accepted by Supplier.

(d) New Technology Replacement. Customer and Supplier recognize that Supplier may develop and market new Product ("New Technology") that is designed to enhance or replace the Product provided for in this Agreement. Supplier agrees to include the New Technology as part of its Product offerings within the terms provided for in this Agreement, and at a price for comparable, successor, or substitute features and functionality, no greater than the pricing, for Product stated within this Agreement, subject to the following:

1. Supplier shall strive during the Term to reduce prices for all Product and Services in accordance with the goal of continuous improvement.

New technology shall only be furnished to Customer pursuant to a written amendment hereto and in accordance with section 19 entitled "Changes to Hardware or Software/Product Change Notices (PCN's)", and section 20 entitled "Technological or Specification Change/Product Deletion/ Substitution", including the notice requirements therein, except that price reductions may be made at any time.

2. New Technology shall be priced at the same or lower price for comparable, or successor, substitute features and functionality, as the replaced Product in accordance with the mutual goal of continuous improvement.

3. In the event New Technology will cause the Supplier to incur greater per-unit costs compared to current Product but will offer substantially increased capacity or features which will allow Customer to reduce its total costs or offer more services such that Supplier believes a price increase is justified, then:

3(i). Supplier shall provide to Customer a written detailed explanation of such proposed price increase including a breakdown of the additional costs incurred by the Supplier in providing such Product and how such additional features or capacity shall help reach the goal of continuous improvement.

3(ii). Unless otherwise explicitly set forth herein, and subject to Section 7.1(b) above, Supplier shall ensure continued availability of the current Product during the Term at the same or lower price as stated in EXHIBIT B-3 hereof, entitled "PRODUCT DELIVERY INTERVAL" unless otherwise agreed to pursuant to a written amendment to this Agreement.

4. All such proposed changes to ATTACHMENT B-3 hereof, entitled "PRODUCT DELIVERY INTERVAL" shall be subject to Customer's written agreement evidenced by a written amendment to this Agreement.

(e) New Technology Additions Supplier may propose the addition of New Technology to EXHIBITB-1 hereof, entitled "DETAILED DESCRIPTION OF PRODUCT AND SERVICE" which is not intended to replace or upgrade current Product ("New Technology Addition"). Supplier shall provide a detailed written explanation of how such New Technology Addition will meet the joint goal of continuous improvement. All proposed New Technology Additions shall only be furnished to Customer pursuant to a written amendment to this Agreement or pursuant to a separate written agreement between the parties.

7.2 MOST FAVORED CUSTOMER

(a) Supplier represents that all of the prices, warranties, benefits, terms and conditions granted to Customer by Supplier hereunder will be as favorable as the prices, warranties, benefits, terms and conditions granted to Supplier's other commercial customers under like or similar circumstances.

(b) If at any time during the term of this Agreement, Supplier shall offer more favorable prices, warranties, benefits, terms, or conditions for substantially the same or similar Product or Services, in similar quantities, as those provided hereunder, then:

1. Supplier shall, within thirty (30) days after the effective date of such offering, notify Customer of such fact in accordance with Section entitled "NOTICES", and offer Customer the more favorable offering and negotiate any additional differentiating factors; and
2. This Agreement and all applicable Orders shall be deemed to be automatically amended, effective retroactively to the effective date of the more favorable offering, and Supplier shall provide all the same terms of such offering to Customer including, the same prices, warranties, benefits, terms and conditions, and
3. Customer shall have the right to decline to accept the offering, in which event such automatic amendment shall be deemed to be void.

(c) Supplier's compliance with this clause shall be subject, at Customer's option, to independent verification in accordance with the Section entitled "RECORDS AND REPORT."

7.3 DISTINGUISH PAYMENT AND ACCEPTANCE

Payment by Customer of such invoices does not mean or imply that the Product has been accepted and does not impair or limit in any way Customer's full rights and remedies which shall be and remain as set forth in this Agreement.

7.4 CRITICAL MILESTONES

Supplier agrees to the schedule attached hereto as EXHIBIT I, entitled "CRITICAL MILESTONES AND PERFORMANCE COMPENSATION PAYMENTS", which sets forth certain "Critical Performance Milestones" which must occur as part of this Agreement and the dates by which Supplier must meet each of the milestones (the "Critical Performance Dates"). In the event Supplier fails to meet a Critical Performance Date, Supplier shall be considered in breach of this Agreement under section 41 (a) and shall be liable to compensate Customer in accordance with EXHIBIT I hereof, entitled "CRITICAL

MILESTONES AND PERFORMANCE COMPENSATION PAYMENTS", except to the extent any such delay is due in part to Customer's lateness.

7.5 FEATURE AVAILABILITY

(a) Availability. Supplier shall make features and innovations in architecture or functionality in the Product, available for delivery to Customer no later than the availability dates shown in EXHIBIT B-3 hereof, entitled "PRODUCT DELIVERY INTERVAL" for each listed feature package. Such feature packages shall include, but not be limited to, those features, innovations in architecture or functionality as listed in EXHIBITB-1 hereof, entitled "DETAILED DESCRIPTION OF PRODUCT AND SERVICES."

(b) Failure to Deliver. Supplier acknowledges that any failure on its part to abide by the terms of the preceding paragraph could affect Customer's business. Customer will treat movement of a specific feature, innovation in architecture or functionality, as listed in EXHIBITB-1 hereof, entitled "DETAILED DESCRIPTION OF PRODUCT AND SERVICES" from its original feature package to another feature package with a later delivery date, as if the original feature package had not been made available for delivery on the date specified in EXHIBITB-3 hereof, entitled "PRODUCT DELIVERY INTERVAL". Customer may consider Supplier in breach of the Agreement in accordance with section 41 (a) and hold supplier liable to compensate Customer in accordance with EXHIBIT I hereof, entitled "CRITICAL MILESTONES AND PERFORMANCE COMPENSATION PAYMENTS".

8. PURCHASE ORDERS; CANCELLATION OF PURCHASE ORDERS; REVOCATION OF ACKNOWLEDGEMENT

(a) Submission of Orders. An Order may be mailed, sent by facsimile transmission or electronic data interchange (EDI). Prior to initiating an EDI transaction, the parties will execute an EDI Trading Agreement which will set forth the terms and conditions of EDI transactions (attached as ATTACHMENT E-1 hereof, entitled "ELECTRONIC DATA INTERCHANGE (EDI)").

(b) Acknowledgement of Orders. Supplier shall be obligated within ten (10) days of receipt of Order to acknowledge or reject Orders, and, if acknowledging the Order, without conditioning such acknowledgement on the acceptance by Customer of any terms inconsistent with or in addition to those set forth in this Agreement, except as expressly set forth in Section 13 entitled "PRECEDENCE OF DOCUMENTS". Upon acknowledgement, the Order and related acknowledgement shall constitute a binding contract for the purchase and sale of the applicable Product and/or Service governed by the provisions of this Agreement, as such provisions may be modified as provided herein.

(c) Affiliate Orders. Supplier may enforce each Order only against the Affiliate that submitted the Order. Default by an Affiliate(s) shall not affect any other Affiliate party to this Agreement.

(d) Breach by Affiliate. If an Affiliate shall be in material breach or default of this Agreement, including, but not limited to, timely payment for Product purchased and such breach shall continue for a period of thirty (30) days after receipt of Supplier's written notice, then, in addition to all other rights and remedies of law or equity or otherwise, Supplier shall have the right to suspend delivery of Product on outstanding Orders or revoke existing acknowledgements only with respect to such Affiliate.

(e) Breach by Supplier. If Supplier is in material breach or default of this Agreement in accordance with section 41, then, in addition to all other rights and remedies of law or equity or otherwise, Customer shall have the right to immediately cancel all applicable Orders without any obligation or liability to Supplier for said cancellation. However, if Supplier fails to tender delivery of Product or render Service on the respective date agreed upon or as set forth in Supplier's acknowledgement, then Customer shall have the right to immediately cancel all applicable Orders without further obligation or liability to Supplier for said cancellation or any obligation to provide Supplier a time period to cure said breach.

(f) Cancellation of Order. Unless specified otherwise in an Exhibit to this Agreement, Customer may cancel or reschedule Orders for convenience, in whole or in part, without obligation or liability, by providing written notice to Supplier at least forty five (45) days before scheduled ship date of Product or date Service is to be rendered. Supplier shall make all efforts to minimize its damages, including but not limited to: reselling the Product to third parties, and use of parts for other equipment. Customer shall be responsible for any residual amounts not recouped by Supplier, and documented by Supplier to Customer in writing.

(g) Effect of Termination on Orders Continue. The termination or expiration of this Agreement shall not affect the obligations of either party to the other under existing Orders accepted by Supplier and issued pursuant to this Agreement (except to the extent orders are terminated or modified in accordance with this Section entitled "PURCHASE ORDERS; CANCELLATION OF PURCHASE ORDERS; REVOCATION OF ACKNOWLEDGEMENT"), but such Orders shall continue in effect as if this Agreement had not been ended, except when termination of this Agreement is due to Customer's breach in which case Orders shall be deemed cancelled even if previously accepted.

(h) Change Orders. Customer may, by issuing a written document labeled as a "Change Order", make changes to an Order, subject to Supplier agreeing in writing to such Change Order. If any change required by a Change Order alters the value of the Products ordered, Supplier shall promptly notify Customer and Supplier shall adjust the price accordingly. If the amount of the price adjustment is not specified in this Agreement, then the amount of any change in price caused by the adjustment may be no greater than Supplier's reasonable documentable increased costs and expenses. Supplier shall notify Customer within three (3) business days of Supplier's receipt of a Change Order if the Change Order will cause an increase in price. Customer may, at its discretion, agree to the changed price or withdraw the underlying Change Order.

9. PAYMENT TERMS, BILLING

(a) Payment Due Date. Customer shall pay for all Products net thirty (30) days from date of installation, or if installation is not required net thirty (30) receipt of an undisputed part of the invoice, unless payment terms more favorable to Customer are stated on Supplier's invoice and Customer elects to pay on such terms. Payment for related Service, unless specified otherwise in an Exhibit to this Agreement, shall be due thirty (30) days after receipt of an undisputed part of the invoice, provided all obligations of Supplier have been performed. However, payment shall not indicate acceptance of any Product or Service performed.

(b) Disputed Invoices, Right of Set Off. If Customer disputes all or any portion of an invoice, it shall be required to pay only the amount not in dispute. Customer shall be entitled to set off any amount Supplier owes it against amounts payable under this or any other Agreement. Payment by Customer shall not result in waiver of any of its rights under this Agreement. Customer shall not be obligated to pay Supplier for Services that are not invoiced as required by this Agreement.

(c) Invoices For Charges Specified in an Order. Supplier shall not issue an invoice for Products prior to installation of the Product or if there is no installation required, no invoice shall be issued prior to delivery of the Product. With respect to Services, no monthly invoice shall be issued prior to commencement of the Services. Invoices for charges specified in an Order shall be submitted by Supplier to the address specified in the Order. Invoices shall include, but not be limited to, (i) Order number; (ii) Order line number; (iii) Product identification number; (iv) ship to address; (v) quantity shipped and billed or quantity of service units performed and billed; (vi) net unit cost; and (vii) net invoice amount.

10. RECORDS AND REPORTS

(a) Complete Records. Supplier shall maintain complete and accurate records of all invoices, all amounts billable to and payments made by Customer, in accordance with generally accepted accounting